

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF KINGMAN

THIS AGREEMENT is entered into 6 June, 1997,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State")
and the CITY OF KINGMAN, acting by and through its MAYOR and CITY COUNCIL (the "City").

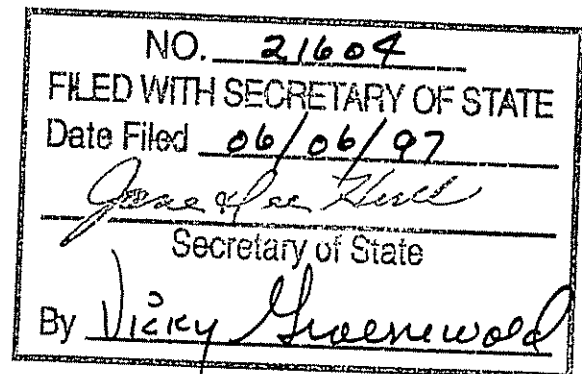
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The City has accomplished significant renovations to the historic Kingman Powerhouse on Historic Route 66 in the City. The City has requested the State to participate in improvements to HR-66 at the Powerhouse to include sidewalks, driveways and drainage improvements, in an amount currently estimated at \$17,512.00, all at State expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:



II. SCOPE

1. The City will:

- a. Design and construct the Project to State standards. Be responsible for all costs associated with the Project over and above the State's contribution of \$17,512.00.
- b. Invoice the State for the State's share of the Project in the amount of \$17,512.00.
- c. Upon completion of the Project, provide or ensure maintenance to the Project whether within or outside of the State's right-of-way.

2. The State will:

- a. Within 30 days after receipt and approval of an invoice, pay the City \$17,512.00 as the State's share of the design and construction of the Project.
- b. Issue the City the required permits.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

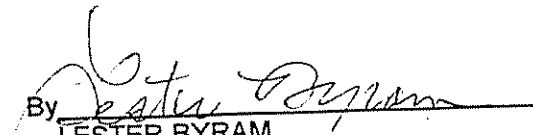
City of Kingman
City Manager
310 N. 4th Street
Kingman, AZ 85401

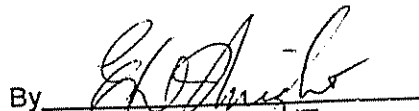
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

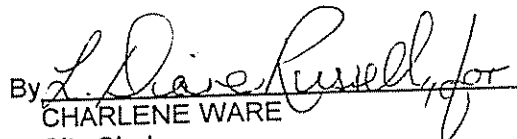
CITY OF KINGMAN

STATE OF ARIZONA
Department of Transportation

By 
LESTER BYRAM
Mayor

By 
EDWARD B. WRIGHT
Deputy State Engineer

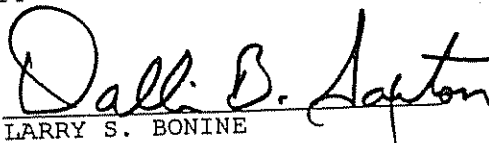
ATTEST

By 
CHARLENE WARE
City Clerk

RESOLUTION

BE IT RESOLVED on this 22nd day of April 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Kingman for the purpose of defining responsibilities for the design, construction and maintenance of sidewalk improvements on US-66 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director



City of Kingman

310 NORTH FOURTH STREET • KINGMAN • ARIZONA • 86401 • 520 • 753-5561

STATE OF ARIZONA)
COUNTY OF MOHAVE :
CITY OF KINGMAN)

CERTIFICATION OF COUNCIL MINUTES

I, Charlene Ware, City Clerk of the City of Kingman, Arizona, hereby certify that the foregoing excerpt of minutes are a true and correct copy of the minutes of the regular meeting of the City Council of the City of Kingman held on the 5th day of May, 1997.

I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 23 day of May, 1997.

Charlene Ware
Charlene Ware, City Clerk

3. CERTIFICATES OF APPRECIATION
--Clean City Commission Recognition of Beautification Projects

Judy Mortensen, of the Clean City Commission, was pleased to report the Commission had voted unanimously to award the Community Involvement Plaque to the Kingman Route 66 Rotary Club and the Kingman Rotary Club (afternoon rotary) for purchasing and planting 62 trees at Cecil Davis Park. Mayor Byram presented the plaque to Greg Parker and Chuck Obney, presidents of the two rotary clubs.

Greg Parker thanked Pete Byers, their past president who had brought the Cecil Davis Park project to the attention of the club. He also thanked the Council and Fruhwirth.

Chuck Obney thanked Todd Becker, their chairman on the project.

In addition to the Community Involvement Award, a Certificate of Appreciation was presented to Pat and Rennie Davis, for their restoration of the Brunswick Hotel which helped beautify the downtown area.

4. CONSENT AGENDA

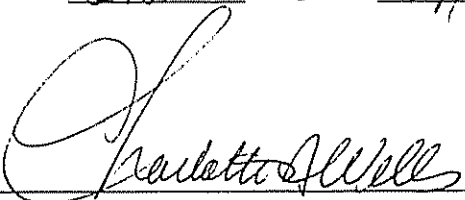
- a) Liquor License application - Series 12 (Restaurant)
--Deborah Rose Barry, dba Your Mother's Eating Emporium & Brew Pub,
301 N. 4th Street
- b) Liquor License application - Series 1 (In-State Producer)
--Deborah Rose Barry, dba Your Mother's Eating Emporium & Brew Pub,
301 N. 4th Street
- c) Resolution No. 3158
--waiving the Airway Avenue street improvements required by
Resolution No. 1736, in exchange for needed Airway Avenue right-of-
way (r/w parcel #91-2-178), on a portion of the W1/2, NE1/4, NW1/4,
NE1/4, NE1/4 of Section 7, T21N, R17W, also known as the Zuni RV
Park
- d) Resolution No. 3161
--rescinding the Airway Avenue street improvements required by
Resolution No. 1998, in exchange for needed Airway Avenue right-of-
way (r/w parcel #91-2-163B), for the east 150 feet of the W1/2,
NW1/4, NE1/4, of Section 7, T21N, R16W, located at 2790
Airway Avenue, also known as Rucker's Auto Repair
- e) Authorizing the Mayor to sign an intergovernmental agreement with
ADOT for funding the Andy Devine sidewalk project adjacent to the
Powerhouse
- f) Resolution No. 3170
--granting a license to the Kingman Area Chamber of Commerce and
to the Mohave County Historical Society to continue to occupy their
respective buildings on City owned property
- g) CLAIMS - in the amount of \$513,777.51

Spear made a MOTION to approve all items on the Consent Agenda. The Motion was SECONDED by Moon and UNANIMOUSLY APPROVED.

APPROVAL OF THE KINGMAN CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 21st day of May, 1997.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR97-0817TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 2, 1997.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/5601